

**OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION**

ORIGINAL

ILLINOIS
COMMERCE COMMISSION

Jan 10 3 22 PM '00

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

CHIEF CLERK'S OFFICE

**ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois))
and Sprint Spectrum, L.P.)
Joint Petition for Approval of Merger)
Amendment to the Negotiated)
Interconnection Agreement dated November 21, 1999,)
pursuant to 47 U.S.C. § 252)**

99-NA 00-0019

**JOINT PETITION FOR APPROVAL OF THE MERGER AMENDMENT
TO THE
NEGOTIATED INTERCONNECTION AGREEMENT BETWEEN
SPRINT SPECTRUM, L.P. AND AMERITECH ILLINOIS**

Illinois Bell Telephone Company ("Ameritech Illinois") and Sprint Spectrum, L.P. through counsel, hereby request that the Commission review and approve the attached Merger Amendment to the Interconnection Agreement dated November 21, 1999 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1), 252(e), (the "Act") and conditions for FCC Order approving SBC/Ameritech merger in CC Docket No. 98-141 (the "FCC Conditions"). In support of their request, the parties state as follows:

1. The Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions and have entered into this Amendment to set forth such terms and conditions.

2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

3. Copies of the Merger Amendment are available for public inspection in Ameritech Illinois' public offices.

WHEREFORE, Ameritech Illinois and Sprint Spectrum, L.P. respectfully request that the Commission approve the attached Merger Amendment to the Interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this 7th day of ~~December 1999~~ ^{January 2000.}

AMERITECH ILLINOIS



Mark Kerber
Ameritech Services, Inc.
225 West Randolph Street, 27D
Chicago, Illinois 60606
(312) 727-7140
Counsel

SPRINT SPECTRUM. L.P.



Charles McKee
Sprint Spectrum, L.P.
4900 Main, 12th Floor
Kansas City, Missouri 64112
(816) 559-2521
Counsel

ILLINOIS COMMERCE COMMISSION

99 NA _____

- ◆ Adds items to the Defined Terms of the Agreement.
- ◆ Adds new Section 28.1, Alternative Dispute Resolution – Upon Requesting Carrier’s request, the Parties shall adhere to and implement, as applicable, the Alternative

Dispute Resolution guidelines and procedures described in Paragraph 54 and Attachment D of the FCC Conditions, the terms and conditions of which are incorporated herein by this reference.

- ◆ Section 19 is amended by adding the following Section 19.1:
 - “Conflicting Conditions” In accordance with Paragraph 75 of the FCC Conditions, if any of FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under Illinois law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of these FCC Conditions contained in this Agreement, if Requesting Carrier has invoked substantially related conditions imposed on the merger under Illinois law.
- ◆ Section 1.0 is amended by adding the following definition:
 - “FCC Conditions” means the proposed Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.
- ◆ Makes other modifications to the Agreement necessary to incorporate the above amendment.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

VERIFICATION

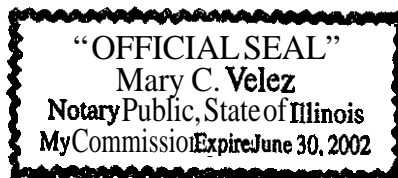
James E. Devine, being first duly sworn, states on oath that he is General Manager, Sales - Wireless for Ameritech Information Industry Services, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.

James E. Devine
James E. Devine

Subscribed and sworn
to before me this

7 day of January 2000

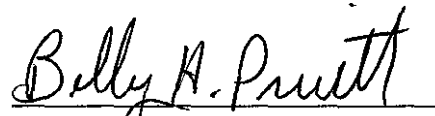
Mary C. Velez
Notary Public



STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

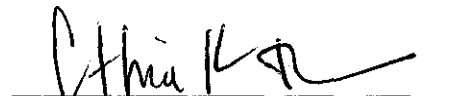
VERIFICATION

Billy H. Pruitt, being first duly sworn, states on his oath that he is Senior Engineer – Carrier Interconnection Management for Sprint Spectrum L.P. d/b/a Sprint PCS, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Billy H. Pruitt

Subscribed and sworn to before me this 4th day of January, 2000.



Notary Public

My Commission Expires:

5/20/2000

CYNTHIA K. TABOR
Notary Public - Notary Seal
STATE OF MISSOURI
Bates County
My Commission Expires: May 20, 2000

**MERGER AMENDMENT TO THE
AGREEMENT FOR RECIPROCAL COMPENSATION
FOR CMRS LOCAL CALLING IN ILLINOIS**

This Merger Amendment to the Agreement for Reciprocal Compensation for CMRS Local Calling in Illinois (the "**Amendment**") is dated as of November 21, 1999 by and between Ameritech Information Industry services, a division of Ameritech Services, Inc., on behalf of and as an agent of Ameritech Illinois, with its principal offices at 350 North Orleans, Chicago, Illinois 60654 ("**Ameritech**") and Sprint Spectrum, L.P., with its principal offices at 4900 Main Street, Kansas City, MO 64112 ("**Requesting Carrier**").

WHEREAS, Ameritech and Requesting Carrier are parties to that certain Agreement for Reciprocal Compensation for CMRS Local Calling in Illinois dated as of May 30, 1997 (the "**Agreement**");

WHEREAS, Ameritech, in the proposed Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "**FCC Conditions**"), agreed to implement an alternative dispute resolution ("**ADR**") process designed to resolve **carrier-to-carrier** disputes before such disputes become formal complaints before the Illinois Commerce Commission (the "**Commission**"); and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the ADR process, as described in the FCC Conditions and incorporated by reference into this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 DEFINED TERMS; DATES OF REFERENCE

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the FCC Conditions.

1.2 "**Amendment Effective Date**" shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the 1996 Telecommunications Act.

2.0 AMENDMENTS TO THE AGREEMENT

Subject to Section 3.0 below, on and after the Amendment Effective Date, the Agreement is hereby amended as follows:

2.1 Section 28.0 is amended to the Agreement by **adding** the following Section 28.1 thereto:

28.1 **Alternative Dispute Resolution.** Upon Requesting Carrier's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in Paragraph 54 and Attachment D of the FCC Conditions, the terms and conditions of which are incorporated herein by this reference.

2.2 Section 19.0 is amended by adding the following Section 19.1 thereto:

19.1 **Conflicting Conditions.** In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under **Illinois** law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of these FCC Conditions contained in this Agreement, if Requesting Carrier has invoked substantially related conditions imposed on the merger under Illinois law.

2.3 Section 1.0 of the Agreement is amended by adding the following definition in **appropriate alphabetical** order:

"**FCC Conditions**" means the proposed Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141.

3.0 SUSPENSION OF CONDITIONS

Notwithstanding anything to the contrary in the Agreement or this Amendment, if the Merger Agreement is terminated, or the FCC Conditions is overturned or any of the provisions of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the provisions described in Section 2.0 of this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or **finding** and shall not apply **after** the date of such termination or order or finding.

4.0 MISCELLANEOUS

4.1 The Agreement, as amended hereby, shall remain in **full** force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, **unless** the context shall otherwise specifically noted.

4.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of law provisions.

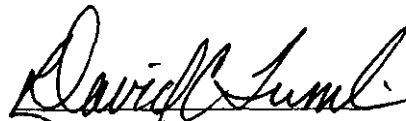
4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

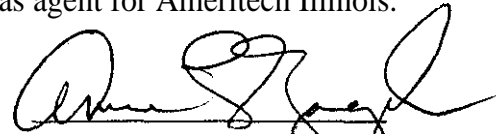
4.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

Sprint Spectrum, L.P.

Ameritech Information Industry Services, a
division of Ameritech Services, Inc., on behalf
of and as agent for Ameritech Illinois.

By: 
Printed: DAVID C. TUMLIN
Title: DIRECTOR NNE

By: 
Printed: Anne L. Zaczek
Title: VP-Finance